

## **DIR-TSO-2572**

### **APPENDIX D**

#### **SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made by and between Meridian Partners LLC, a Florida Limited Liability Corporation with its principal offices located at 1000 5th Street, Suite 200, Miami Beach, Florida 33139 ("Meridian") and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ ("CUSTOMER").

WHEREAS, the Meridian is in the business of providing certain information technology ("IT") consulting, software development, professional or technical services;

WHEREAS, CUSTOMER wishes to retain Meridian to render certain services; and

WHEREAS, the Meridian is willing to provide such Services for CUSTOMER, all upon the terms and conditions set forth in this Agreement;

#### **1. DEPOSIT AND PAYMENT TERMS**

Payment Terms will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 8.J.

#### **2. INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 5.

#### **3. LIMITATION OF LIABILITY**

Limitation of Liability will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 10.K.

#### **4. CONFIDENTIALITY**

Confidentiality will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 10.H.

#### **5. INDEPENDENT CONTRACTOR**

Meridian is an independent contractor. Neither Meridian nor the Customer are, or shall be deemed for any purpose to be, employees, partners, or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

#### **6. MERIDIAN STAFF**

Meridian regards its employees and contractors as valuable assets. Customer agrees that it will not directly or indirectly solicit, hire or contract for employment or for consulting services including temporary staffing outside of a consulting engagement with Meridian without written authorization from a Managing Partner of Meridian for a period of at least one year following termination of employment or services of such employee or contractor from Meridian.

This term specifically includes the hiring or contracting of any Meridian employee or contractor through any third party or other firm or directly, but it will not include Customer's employment opportunities in its normal manner and Meridian's staff applying for such positions.

#### **7. INSURANCE**

Insurance will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 10.N.

#### **9. MARKETING COMMUNICATIONS**

Without Customer's consent, Meridian may not reference the relationship and show Customer's company name, company logo, company profile, case study, quotation(s) and other approved approaches within Meridian marketing activities to include (1) general use (customer list, web site, sales/marketing collateral and advertising), (2) specific programs (case studies, press releases, white papers, direct marketing campaigns and seminars), and (3) Meridian internal use.

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##### **10. WARRANTIES**

MERIDIAN WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO A CONSULTING ENGAGEMENT WITH THE CUSTOMER. MERIDIAN WARRANTS (1) THAT ALL SERVICES WILL BE PERFORMED CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS AND IN A WORKMANLIKE MANNER BY QUALIFIED PERSONNEL, (2) ITS PERFORMANCE OF THIS AGREEMENT DOES NOT AND WILL NOT VIOLATE OR CONFLICT WITH ANY AGREEMENT TO WHICH MERIDIAN IS A PARTY; (3) ITS PERFORMANCE UNDER THIS AGREEMENT AND THE DELIVERABLES SHALL AT ALL TIMES COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS; (4) THERE IS NO PENDING OR THREATENED LITIGATION THAT WOULD HAVE A MATERIAL ADVERSE IMPACT ON ITS PERFORMANCE UNDER THIS AGREEMENT. MERIDIAN HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED HEREBY. THIRD-PARTY COMMERCIAL SOFTWARE VENDORS MAY OFFER WARRANTIES FOR SOFTWARE LICENSES PURCHASED BY OR LEASED TO THE CUSTOMER. MERIDIAN HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN ALL SUCH SOFTWARE. UNLESS SPECIFICALLY STATED IN A SEPARATE SOFTWARE LICENSE AGREEMENT BETWEEN MERIDIAN AND THE CUSTOMER, MERIDIAN HAS LICENSED NO SOFTWARE TO CUSTOMER.

MERIDIAN FURTHER DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE PRODUCTS AND SERVICES PROVIDED BY MERIDIAN WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. MERIDIAN DOES NOT REPRESENT AND WARRANT THAT EACH DELIVERABLE PROVIDED HEREUNDER IS FREE FROM VIRUSES, SPYWARE, ERRORS, OR OTHER LIMITATIONS. HOWEVER, MERIDIAN AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO ENSURE EACH DELIVERABLE PROVIDED HEREUNDER IS FREE FROM VIRUSES, SPYWARE, AND OTHER SIMILAR HARMFUL AND DESTRUCTIVE CODE.

##### **11. TERMINATION**

Termination will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 11.B.Termination.

##### **12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State Of Texas without giving effect to its conflict of law provisions. The parties hereby irrevocably consent to exclusive venue in the state district court of Travis County, Texas.

The parties agree that such courts shall be the exclusive venue, for any lawsuits, actions or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, action or other proceeding except in such courts.

##### **13. SEVERABILITY**

Severability will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 11.A.

##### **14. FORCE MAJEURE**

Force Majeure will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 11.C.

##### **15. ENTIRE AGREEMENT**

In conjunction with any fully executed Statement of Work, DIR Contract Number DIR-TSO-2572, and these Terms and Conditions constitutes the entire Agreement between the parties. Each party agrees that the previously named documents are the complete and exclusive statement of the parties regarding the specific subject matter hereof and supersedes and merges all prior

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proposals, understandings and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any request for proposal issued to the Customer or the standard printed terms on any purchase order issued by the Customer. No modification, amendment, supplements to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

#### **16. CONFLICT**

Conflict will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 11.A.

#### **17. SUBCONTRACTING**

Subcontracting will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 10.F.

#### **18. TESTING AND ACCEPTANCE**

Upon notification by Meridian that a Deliverable or a portion thereof is ready for testing or productive use, as applicable, Customer may elect to test or evaluate the Deliverable as expressly set forth in any applicable Statement of Work. Unless Customer has notified Meridian within fifteen (15) days of the date of Meridian's delivery, Customer will be deemed to have accepted the Deliverable(s).

#### **19. INDEMNIFICATION**

Indemnification will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A Section 10.A.

Reviewed and agreed:

<b>Meridian Partners LLC.</b>	<b>Customer:</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____